

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: May 1, 1997

INVITATION FOR BIDS

NO. IFB-97-210-O

SEALED BIDS

FOR

PRINTING AND DELIVERING

PUBLIVISION

FOR

HAWAII PUBLIC BROADCASTING AUTHORITY

will be received up to and opened at 2:00 p.m. (HST)

on

May 15, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms.
Carolayne Yamashita, telephone 808/586-0566 or facsimile 808/586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-97-210-O

Name of Company

06/03/96

PUBLIVISION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
HAWAII PUBLIC BROADCASTING AUTHORITY
IFB-97-210-0

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to print PUBLIVISION for Hawaii Public Broadcasting Authority (HPBA) in accordance with the specifications herein, from July 1997 to June 1998:

	<u>Per Issue Price</u>	<u>Total Bid Price</u>
Postscript negative printout	\$_____	
Halftones	\$_____	
Stripping	\$_____	
Blueline	\$_____	
Paper	\$_____	
Printing	\$_____	
Binding/trimming	\$_____	
Mailing services	\$_____	
Pick-up/delivery services	\$_____	
Other_____	\$_____	
 TOTAL BASE BID (sum of all items above)	 \$_____ x 12 iss. = \$_____	

Offeror_____

	<u>Per Issue Price</u>	<u>Total Bid Price</u>
Estimated Cost for Postage		\$5,000.00
Each additional 500 copies	\$_____	
Each 500 copies less than 22,000 copies	\$_____ (-)	
Decrease of 4 pages from publication	\$_____ (-)	
Additional 4 pages for 22,000 copies	\$_____	
Each additional halftone	\$_____	
Each halftone less than 16	\$_____ (-)	
Each additional PMS color throughout Additional time required _____	\$_____	
Each additional PMS color on cover Additional time required _____	\$_____	
Each additional 4 color cover Additional time required _____	\$_____	
Each additional postscript printout (2540 dpi)	\$_____	
Each additional postscript printout (1270 dpi)	\$_____	

Brand and weight of stock: _____

NOTE: Bidder offering stock other than those specified shall submit stock sample to the State for approval prior to bid opening. See SPECIAL PROVISIONS, "Stock Specified".

All work shall be performed at the following location: _____

NOTE: Bidder's attention is invited to Section 3.1.c of the General Terms and Conditions regarding the preference to Hawaii Printers.

Offeror_____

**SPECIFICATIONS
FOR
PRINTING AND MAILING
PUBLIVISION**

Contract Period: Covers 12 issues from July 1997 to June 1998.
(Work on July 1997 issue begins in June 1997).

Frequency: Once per month

Quantity: 22,000 copies per issue (quantity subject to change)

Description:

Size: 5-1/2" x 8-1/2" finished size

No. of pages: 20-page, self-cover booklet

Cover: Bleed

Paper: 60 lb. dull coat book paper, Repap Matte or equivalent. Only recycled paper will be considered. (Equal stock must be approved prior to bid opening. Submit samples to HPBA, attn: Ms. Kay Kasamoto, on or before 10:00 a.m., May 8, 1997.)

Ink: Black

Halftones: 16 per issue, 150 line screen, cover inclusive

Binding: Saddle stitched

Printer's Responsibilities:

1. Pick-up and delivery of all items pertaining to PUBLIVISION production & delivery.
2. Production of negatives with printout on high resolution postscript printer-2540 DPI.
3. Production of halftones and all stripping.
4. Blueline (assembled to finished size).
5. Black and white print of cover.
6. Trim, fold to size.
7. Delivery of completed program guide, including mailing services.

Client's**Responsibilities:**

1. Provide production schedule.
2. Provide Bernoulli 90 MB disk with layout on Macintosh Aldus PageMaker 6.5. Freehand 7 also used for art. (Client may change desktop publishing program to Quark Express 3.3.2 during the contract.)
3. Provide photos.
4. Provide mailing labels on diskette.
5. Approve blueline.

Time Schedule:

Blueline due three (3) working days after HPBA notifies Contractor to pick up diskette. Printing, mailing and delivery shall be completed by Contractor within five (5) working days after HPBA approval of blueline.

Delivery:

Balance of copies left over from mailing due within 24 hours of mailing, to:

Hawaii Public Television
2350 Dole St.
Honolulu, HI 96822

Mailing:

All issues with Oahu destinations must be automated (barcoded with zip+4) and prepared for nonprofit periodical mailing to meet postal regulations. Postage to be paid directly by the State of Hawaii.

All issues to neighbor island destinations with 6 or more pieces/zip code to be sorted in carrier-route sacks and prepared for additional entry to the following post office destinations for second class mailing: Hilo, Kailua-Kona, Lihue, Kahului, and Kaunakakai. All issues must be automated and prepared for nonprofit periodical mailing to meet postal regulations. Postage to be paid directly by the State of Hawaii. Air cargo expenses for delivery to postal locations to be paid to printer after receipt of invoice.*

All issues to mainland destinations, Lanai City, and neighbor island destinations with less than 6 pieces to be prepared for 1st class delivery. First class postage to be paid to printer after receipt of invoice.*

*Estimate for first class postage and air freight cost of \$5,000 to be encumbered with contract.

SPECIAL PROVISIONS

SCOPE

Work included in this contract shall consist of typesetting, printing, trimming, folding, delivering and mailing PUBLIVISION for Hawaii Public Broadcasting Authority (HPBA) all in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

TERM OF CONTRACT

Contractor shall enter into a contract for printing and delivering PUBLIVISION for a twelve (12) month period commencing July 1, 1997 through June 30, 1998.

Unless terminated, the contract shall be extended for not more than one (1) additional six-month period without the necessity of rebidding, upon mutual agreement in writing, at least sixty (60) days prior to expiration, provided the terms and conditions remain the same and the bid price remains the same.

Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid prices per issue shall be based on delivery to destination, handling, all applicable taxes and any other costs incurred in the performance of this contract.

BID PREPARATION (continued)

Bid Quotation (continued)

The additional cost items per issue, also based on delivery to destination, handling, all applicable taxes and any other costs incurred, will be applied to each issue when ordered/approved by HPBA.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-state vendors without a Hawaii GET license. Due to the scope of work under this solicitation, an out-of-state vendor not possessing a Hawaii GET license, but having "sufficient presence in Hawaii" as evidenced by a "yes" response to at least one of the questions in the attached Tax Equalization Certificate, is liable for the GET and applicable use tax. Out-of-state vendors not possessing a Hawaii GET license shall complete the attached certificate.

However, if an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" due solely to a "yes" answer to question number 4 of the Tax Equalization Certificate, drop ships the goods required herein and subcontracts the entire service portion of the contract to be awarded, then the out-of-state vendor is not liable for the taxes. If the out-of-state vendor is subcontracting this portion of the work, the name of the subcontractor shall be furnished on the certificate.

Failure to complete the certificate and to furnish the name(s) of subcontractor(s), if any, may result in the rejection of the offer or application of the tax equalization provision below.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

BID PREPARATION (continued)

Stock Specified. The type and weight of stock specified is intended to be descriptive and not restrictive. Prior to bid opening, bidder must submit to the State exact sample of the stock he intends to provide, if other than that specified. Samples will be evaluated to determine the quality and compliance with specifications. The Procurement Officer reserves the right to determine acceptability of alternate stock and his decision will be final. Alternate stock must be submitted to HPBA (Attn: Ms. Kay Kasamoto) on or before 10:00 a.m., May 8, 1997 for evaluation. If required, an addendum will be issued to incorporate alternate acceptable stock(s). The addendum will be available for pick up no less than two (2) business days prior to bid opening. It shall be the prospective bidder's responsibility to inquire if an addendum has been issued. Bidder may contact Caroldynne Yamashita or inquire at the reception desk at the State Procurement Office (telephone 586-0673).

Bidders shall indicate in the spaces provided OFFER FORM page OF-3 the exact brand and weight of stock which he is offering. Remarks such as "as specified" are not acceptable. Failure to comply with these requirements shall result in rejection of bid.

SAMPLE COPY

Sample copy of PUBLIVISION is available for review at the State Procurement Office. It shall be the bidder's responsibility to examine sample copy and further familiarize himself with the conditions and requirements specified. No additional compensation will be made by reason of any misunderstanding or error regarding the job to be printed or the amount and kind of work involved. Submission of bid shall be evidence that the bidder understands the scope of the project and will comply with the specifications if awarded the contract.

BIDDER'S SAMPLES

Samples of similar work printed by bidder must be submitted at his own expense within two (2) calendar days from the date of request. Failure to do so shall be cause for rejection of bid. Any sample submitted will become the property of the State and will not be returned to the bidder.

PROOFREAD

It shall be the Contractor's responsibility to proofread all material submitted under this contract. If the number of errors are excessive as judged by the Procurement Officer, it will be deemed that the Contractor did not proofread the material and will be considered as non-performance of contract in accordance with Section 4.2 of the General Terms and Conditions.

QUALITY OF WORK

Work to be done shall be of a professional quality. Blank areas of pages shall be clean and clear. Printing shall be uniform in shade, legible and shall have no inking irregularities. If the quality of the work is not satisfactory as judged by the Procurement Officer, it will be considered as non-performance of contract in accordance with Section 4.2 of the General Terms and Conditions.

METHOD OF AWARD

Award, if any, will be made to the responsible bidder submitting the lowest total base bid price. To be considered for award, bidder shall insert a charge or comment for each item listed on OFFER FORM pages OF-2 and OF-3.

If there is no charge for an item, bidder shall insert a proper comment in the space provided. The State will not be able to evaluate a bid with blank spaces on the offer pages. Accordingly, the bid will be non-responsive and will not be considered for award as no bidder will be allowed to furnish missing information after bid opening.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

QUANTITY

The number of copies listed herein is an estimated amount. Contractor must deliver the exact amount requested for each issue, no overruns or underruns. The State will not pay for any overruns that the Contractor delivers.

DELIVERY AND MAILING

Delivery and mailing must be completed within the time schedule specified in the specifications.

INVOICING

The Contractor shall submit original and three copies of the invoice to:

Hawaii Public Broadcasting Authority
2350 Dole Street
Honolulu, Hawaii 96822

The monthly invoice shall itemize all cost incurred per issue including postage, additional copies, pages, halftones, or colors, if any, as listed on Offer Form pages OF-2 and OF-3.

PAYMENT

Payment shall be made to the Contractor at the per issue price including additional costs, if any, after each issue has been delivered to the satisfaction of the agency.

PAYMENT (continued)

Section 103-10, Hawaii Revised Statutes (HRS) provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the service to make payment. For this reason, the State shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN PERCENT (10%) of the monthly cost per issue for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|---------------------|-----------|
| | (check only
one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____